

REMARKS

Claims 1 and 4-25 remain pending. In the Office Action¹, the Examiner rejected claims 1-25 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2003/0051226 to Zimmer et al. ("Zimmer"). By this Amendment, Applicants cancel claims 2 and 3, and amend independent claims 1, 20, and 25.

Applicants respectfully traverse the Examiner's rejection of claims 1-25 under 35 U.S.C. § 102(b) as anticipated by *Zimmer*. In order to properly establish that *Zimmer* anticipates Applicants' claimed invention under 35 U.S.C. § 102, each and every element of each of the claims in issue must be found, either expressly described or under principles of inherency, in that single reference. Furthermore, "[t]he identical invention must be shown in as complete detail as is contained in the ... claim." See M.P.E.P. § 2131, quoting *Richardson v. Suzuki Motor Co.*, 868 F.2d 1126, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989).

Zimmer does not disclose each and every element of Applicants' claimed invention. Claim 1 calls for a combination including, for example,

maintaining systemic qualities in each of the tiers and in each of the layers, the tiers, layers, and systemic qualities having an orthogonal relationship and

maintaining business logic independent of access channels and resource implementations in the enterprise-wide customer relationship management architecture.

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

Zimmer fails to teach at least “maintaining systemic qualities in each of the tiers and in each of the layers,” as recited by claim 1. Moreover, *Zimmer* fails to teach at least “tiers, layers, and systemic qualities having an orthogonal relationship,” as recited by claim 1.

The Examiner, in rejecting claim 21, asserts that *Zimmer* teaches an “orthogonal relationship,” in paragraph 0380 (Office Action at p. 10). However, this paragraph teaches only that “other layout options are also available, such as column span, row span, fill, and anchor.” This teaching of *Zimmer* does not constitute a teaching of an “orthogonal relationship.” In addition, the cited portion of *Zimmer* recites “adding a child entity to the screen 58 by the corresponding widget 60” and defining “its displayed location … by indicating row and column numbers” (*Zimmer*, paragraph 370). That is, the cited portion of *Zimmer* is directed only to development of a user interface (*Zimmer*, Fig. 9), not arranging an enterprise-wide customer relationship management architecture into “tiers, layers, and systemic qualities having an orthogonal relationship,” as recited by claim 1.

Moreover, *Zimmer* fails to teach or suggest at least “maintaining business logic independent of access channels and resource implementations in the enterprise-wide customer relationship management architecture,” as recited by claim 1.

Accordingly, *Zimmer* cannot anticipate claim 1. Applicants therefore respectfully request the Examiner to reconsider and withdraw the rejection of claim 1 under 35 U.S.C. § 102(e) as anticipated by *Zimmer*.

Independent claims 20 and 25, although of different scope, recite elements similar to elements recited by claim 1. Claims 4-19 and 21-24 depend from independent claims 1 and 20, respectively, and therefore include all of the elements recited therein. Accordingly, for at least the reasons discussed above regarding claim 1, *Zimmer* cannot anticipate claims 4-25. Applicants therefore respectfully request the Examiner to reconsider and withdraw the rejection of claims 4-25 under 35 U.S.C. § 102(e) as anticipated by *Zimmer*.

In addition, if the Examiner adheres to the rejections, Applicants respectfully request that the Examiner clearly articulate how *Zimmer* allegedly teaches or suggests the elements of the dependent claims. In particular, Applicants respectfully request that the Examiner clearly articulate how *Zimmer* allegedly teaches “application program interfaces,” as recited by claim 12; the “ability to functionally accept at least one of the following: development without the aid of a software vendor, to be updated without the aid of a software vendor, and to be customized without the aid of a software vendor,” as recited by claim 15; the “ability to support stateful sessions,” as recited by claim 16; supporting “unpredictable surges in demand for network services,” as recited by claim 17; and “standard application program interfaces (APIs) that have been tested for reliability,” as recited by claim 18.

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In view of the foregoing amendments and remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

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By: 
Nathan A. Sloan
Reg. No. 56,249